

City Clerk File No. Ord. 14.085

Agenda No. 3.A 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.085

**TITLE: ORDINANCE AMENDING CHAPTER A350 (COUNCIL RULES OF ORDER) OF THE JERSEY CITY CODE TO IMPOSE A FIVE MINUTE LIMITATION ON ALL MEMBERS OF THE PUBLIC WISHING TO SPEAK, NOT ONLY THOSE SPEAKING DURING THE PUBLIC SPEAKING PORTION OF THE MEETING**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:**

**WHEREAS**, pursuant to N.J.S.A. 40:69A-180 the Municipal Council determines its own rules of procedure; and

**WHEREAS**, pursuant to Chapter A350, Rule XVII, there are protocols for the public to follow in addressing the Municipal Council during public meeting; and

**WHEREAS**, presently, the Council Rule XVII (C) limits the time that citizens may address to the Municipal Council to no more than 5 minutes, a limitation that NJ Courts have long held to be both reasonable and lawful; and

**WHEREAS**, the Rule makes no distinction between speakers during the public hearing portion of the meeting or speakers during the public hearing on 2<sup>nd</sup> reading ordinances; and

**WHEREAS**, as a matter of practice, however, the Municipal Council has only imposed the 5 minute time limit on those speaking during the public portion hearing of the meeting and allowed members of the public wishing to be heard on 2<sup>nd</sup> reading ordinances to speak without any time limitation; and

**WHEREAS**, because the time limitations for those speaking on 2<sup>nd</sup> reading ordinances have not been enforced, Council meetings can extend late into the evening and thereby discourage, if not preclude, a fair opportunity to be heard by other members of the public; and

**WHEREAS**, without appropriate and rational limitations, the rights of all public speakers are curtailed and undermined; and

**WHEREAS**, although N.J.S.A. 40:49-2, which governs the procedure for the adoption of ordinances, is silent with respect to the time allowed for those wishing to speak on 2<sup>nd</sup> reading thereof, the Courts of New Jersey have long provided that a 5 minute rule on all public speakers is both lawful and reasonable; and

**WHEREAS**, it is in the best interests of all those wishing to address the Council to clarify the rules and the practice of the Council to insure that all public speakers are limited to speaking for 5 minutes whether at the public speaking portion of the meeting or on the hearing for 2<sup>nd</sup> reading ordinances.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

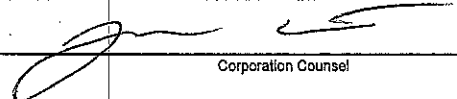
- A. The following amendments to Chapter A350 (Council Rules of Order) Rule 1 (Governing Rules) and Rule V (Agenda-Consent Agenda) are hereby adopted:

**A350-19. Rule XVII: Manner of addressing Council.**

- A. Recognition by presiding officer. No person shall begin addressing the Council without first being recognized by the Council President.
- B. Each person addressing the Council shall step up to the microphone provided for use of the public, give his or her name and address in an audible tone of voice for the record, state the subject he or she wishes to discuss and state whom he or she is representing. All remarks shall be addressed to the Council President; no remarks shall be addressed to the other members of the Council without the permission of the Council President and the member to be addressed. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Council President. No question may be asked a Council member or a member of the city staff without the permission of the Council President.
- C. Each person addressing the Council, whether during the public speaking portion of the meeting or during the public hearing on second reading ordinances, shall limit his or her remarks to five (5) minutes. After a person has spoken for five (5) minutes, the Council President shall notify him or her that his or her time as expired, and the City Clerk shall call the name of the next person to address the Council.
- D. Spokesperson for a group of persons. In order to expedite discussion and to avoid repetitious presentations, whenever any group of persons is to address the Council on the same subject, the Council President may request that a spokesperson be chosen by the group to address the Council; and, if additional matters are to be presented by any other member of this group, to limit the number of persons addressing the Council.
- E. After motion. After a motion has been made to close the public hearing on any ordinance, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by majority vote of the City Council.
- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: New matter is underlined; deleted matter in ~~brackets~~.  
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

City Clerk File No. Ord. 14.086

Agenda No. 3.B 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## **ORDINANCE OF JERSEY CITY, N.J.**

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.086

TITLE:

**AN ORDINANCE AMENDING CHAPTER 254, (PROPERTY MAINTENANCE)  
ARTICLE IV, TO REQUIRE THAT ALL VACANT BUILDINGS BE SECURED  
ACCORDING TO THE FEDERAL DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT'S (HUD) BOARD UP SPECIFICATIONS**

**WHEREAS**, the City of Jersey City contains many vacant buildings; and

**WHEREAS**, often the owners of these vacant buildings are often neglectful of them, fail to maintain or secure them to an adequate standard, or plan to return to productive use; and

**WHEREAS**, it has been demonstrated that vacant buildings cause harm to the health, welfare and safety of the community, including an increase in criminal activity, litter, environmental degradation and diminution of adjacent and neighboring property values; and

**WHEREAS**, the citizens of Jersey City must bear the increased cost associated with dealing with the problems of vacant buildings including, but not limited to excessive police calls, and property inspections; and

**WHEREAS**, even though vacant buildings are required to be secured as per the Municipal Code, there are no standards for how these vacant buildings are to be secured; and

**WHEREAS**, the Federal Department of Housing and Urban Development (HUD) has established a list a specifications for securing ("boarding-up") vacant buildings; and

**WHEREAS**, it is in the public's best interest that the City of Jersey City establish minimum standards for the securing of vacant buildings in order to protect the health, welfare and safety of the community; and

**WHEREAS**, the City is desirous of adopting HUD's specifications for securing ("boarding-up") vacant buildings and make these specifications part of the City's Code.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

- A. The following amendments to Chapter 254 (Property Maintenance) are set forth below and shall be adopted:

**PROPERTY MAINTENANCE  
Article IV Vacant Properties**

**§ 254-20. Vacant structures, inspection; notice; hearings.**

NO CHANGE

**§ 254-21. Vacant or boarded structures.**

NO CHANGE

**§ 254-21.1. Purpose.**

NO CHANGE

**§ 254-22.2. Definitions.**

NO CHANGE

**§ 254-21.3. General requirements for vacant buildings and lots.**

NO CHANGE

**§ 254-21.4. Registration requirements for vacant buildings and lots.**

NO CHANGE

**§ 254-21.5. Vacant building inspection.**

NO CHANGE

**§ 254-21.6. Requirements for owners of vacant buildings.**

The owner of any building that has become vacant, and any person maintaining, operating or collecting rent for any such building shall, within thirty (30) days:

- (1) Enclose and secure the building against unauthorized entry in accordance with the applicable provisions of the Code of the City of Jersey City and as per the specifications established by the Department of Housing and Urban Development (HUD) for securing vacant buildings.
  - a. The securing of the building shall include the boarding up of all windows/doors/garages (except the front door through which access to the interior of the building is made) with un-sanded exterior-grade CDX plywood painted white on the outside. All board-ups must meet the approval of the Director of HCE or his or her designee.
  - b. Plywood thickness should be ½ of an inch for window openings, 5/8 of an inch for door openings and ¾ of an inch for sliding door and French door openings.
  - c. Plywood is to be cut to size to fit snugly against the blind stop of the window. Where no blind spots exist, plywood shall be cut to fit snugly in the opening.
  - d. All plywood shall be cut and installed so that the grain of the plywood runs in the same direction as the long run of the opening. All plywood shall be installed in one piece whenever possible.
  - e. 2x4 inch lumber planks shall be attached with 10d common nails or screws as appropriate.
  - f. 2x4 inch lumber planks should be graded and should be a minimum of 16 inches longer than the width of the plywood cover and 2x4 inch lumber planks are to be drilled with ½ inch diameter holes that line up with the holes in the plywood covers.
  - g. Hardware shall be cadmium plated or galvanized steel, 3/8 inch or ½ inch diameter and of sufficient length to extend from the outside

through the 2x4 brace laid flat from wall to wall across the opening plus metal washer and nut with a minimum three thread exposure after tightening. Each bolt shall have one flat washer on the outside of the boarding. Bolts shall be tightened to the maximum extent without damaging the wood. Bolts shall be inserted with the head on the exterior side of the boarding and nuts on the inside of the brace.

- (2) Post a sign affixed to the building indicating the name, address and telephone number of the owner, the owner's authorized agent for the purpose of service of process (if designated pursuant to this Chapter) and the person responsible for day-to-day supervision and management of the property, if such person is different from the owner or authorized agent. The sign shall be of a size and placed in such a location so as to be legible from the nearest public street or sidewalk, whichever is nearer, but shall be no smaller than 18" x 24" and shall state "WARNING: THIS BUILDING IS SECURED PURSUANT TO CHAPTER 254 OF THE JERSEY CITY MUNICIPAL CODE. ANYONE ENTERING THIS BUILDING WITHOUT AUTHORIZATION WILL BE SUBJECT TO ARREST"; and
- (3) Secure the building from unauthorized entry and maintain the sign until the building is again legally occupied or demolished or until repair or rehabilitation of the property is complete.

**§ 254-21.7. Vacant building deemed abandoned building; list of abandoned building to be maintained by the director of housing and economic development; remedies for abandoned building.**

NO CHANGE

**§254.21.8. Requirements for owners of vacant lots.**

NO CHANGE

**§254.21.9. Fees.**

NO CHANGE

**§254.21.10. Violations and Penalties.**

NO CHANGE

- B. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- C. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This Ordinance shall take effect at the time and in the manner as provided by law.

- E. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

**Note:** All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH  
7/7/14

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

**Full Title of Ordinance**

**AN ORDINANCE AMENDING CHAPTER 254, (PROPERTY MAINTENANCE) ARTICLE IV, TO REQUIRE THAT ALL VACANT BUILDINGS BE SECURED ACCORDING TO THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) BOARD UP SPECIFICATIONS**

**Initiator**

Department/Division	Municipal Council	
Name/Title	Frank Gajewski / David Donnelly	
Phone/email		

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

Our residents must bear the increased cost associated with dealing with the problems of vacant buildings including, but not limited to excessive police calls, and property inspections. Therefore, it is in the public's best interest that the City of Jersey City establishes minimum standards for the securing of vacant buildings in order to protect the health, welfare and safety of the community.

The United States Department of Housing and Urban Development has minimum standards for the securing of vacant buildings, which this ordinance implements.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

City Clerk File No. Ord. 14.087

Agenda No. 3.C 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.087

**TITLE: ORDINANCE TERMINATING THE FINANCIAL AGREEMENT BETWEEN THE  
CITY OF JERSEY CITY AND DEPARTMENT STORE 3 URBAN RENEWAL CORP.**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, on or about June 2000, Department Store 3 Urban Renewal Corp., [Dept Store 3 UR] applied for a long term tax exemption under N.J.S.A. 40A:20-1 et seq., for improvements to be constructed on property located within a redevelopment plan known as Newport Redevelopment Plan, on the Tax Map known as Block 7303, Lot 14 (formerly known as Block 20, Lot 1.11) and more commonly known by the street address of 20 Mall Drive (Washington Boulevard), Jersey City [Property]; and

**WHEREAS**, by adoption of Ordinance 00-129 on September 27, 2000, as amended by Ordinance 02-026 on March 13, 2002, the City of Jersey City [City] approved a 15 year long term tax exemption with a service charge equal to two percent (2%) of Total Project Cost each year, with a term that will expire on September 2015; and

**WHEREAS**, by the execution of a financial agreement dated October 4, 2000, as amended on March 19, 2002, Dept Store 3 UR agreed to pay the City an annual service charge based upon a percentage of its Total Project Cost annually, subject to the verification by the filing of audited annual financial statements; and

**WHEREAS**, Dept Store 3 UR constructed a total of 220,000 square feet of commercial retail space [Project] and commenced paying the City the minimum annual service charge of \$371,585 on or about September 2002; and

**WHEREAS**, Dept Store 3 UR has failed to file its annual financial statements with the City in violation of Section 7.2 of the original Financial Agreement, notwithstanding repeated requests from the City; and

**WHEREAS**, by a letter dated April 7, 2014, copy attached, Dept Store 3 UR, was sent a final formal written notice advising that its continuing failure to cure this event of default by filing of its financial statements no later than 60 days from the date of the letter would result in the termination of its tax exemption and Financial Agreement and the return of the property to the conventional tax rolls, including as an added/omitted property as of Jan. 1, 2013.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The tax exemption is hereby rescinded and the Financial Agreement with Department Store 3 Urban Renewal Corp., for the Property is hereby terminated, and the property shall be returned to the conventional tax rolls as an added/omitted property, effective January 1, 2013.
2. The Mayor or Business Administrator or Corporation Counsel are authorized to execute any documents appropriate or necessary to effectuate the purposes of the within Ordinance.



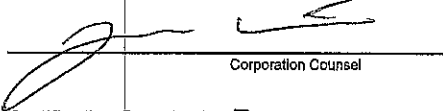
3. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
4. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
5. This Ordinance shall take effect at the time and in the manner provided by the law.

**NOTE:**

All material is new; therefore, underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**City of Jersey City  
Department of Administration  
Division of Tax Collection  
City Hall - 280 Grove Street  
Jersey City, N.J 07302**

**Telephone (201)547-5188  
Fax (201)547-4254**

April 7, 2014

*Dept Store #3 Urban Renewal  
P.o.Box 7033  
Indianapolis, In 46207-7033  
Attn: Randolph L. Foxworthy*

Re: 

Project Name:	Department Store 3 urban Renewal
Billing Acct #:	523142
REV Acct #:	446

*Billing Period: December 31, 2006 to December 31, 2013*

*Dear Sir:*

*Pursuant to section 7.2 of the financial agreement Federated Department Store 3 Urban Renewal, is obligated to submit an audited financial statement each year which includes a calculation of allowable excess profit. To date, the City has no record of having received any audited statement. This constitutes a material breach of the Financial Agreement. In accordance with the terms and conditions of section 11.1 of the Financial Agreement you are hereby notified that you have 60 days to cure the default. In the event you fail to cure the default within the time provided, an Ordinance shall be placed on the agenda of the next council meeting following the expiration of the cure period. This Ordinance will terminate you're the Financial Agreement and cause the property to be returned to the conventional tax rolls.*

*In your previous correspondence you claim that the calculation of gross revenue and net profit are not necessary and you are not required to file an annual Financial statement is completely in accurate since it is a requirement of the Long Term Tax Exemption law N.J.S.A. 40A:20-3 et seq. (see attached).*

*This is your final notice failure to comply with this notice within 60 days.*

*"*

Very truly yours,

Maureen Cosgrove  
Tax Collector

Cc: Robert Kakolęski, Business Administrator  
Joanne Monahan, First Assistant Corporation Counsel  
Department Store 3 Urban Renewal Corp, attn: Randolph Foxworthy

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

ORDINANCE TERMINATING THE FINANCIAL AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND DEPARTMENT STORE 3 URBAN RENEWAL CORP.

**Initiator**

Department/Division	Tax Collector	Tax Collector
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	(201) 547-5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

By adoption of Ordinance 00-129 on 9/27/00, amended by Ordinance 02-026 on 3/13/02, the City approved a 15 year long term tax exemption for Department Store 3 Urban Renewal Corp. Pursuant to the financial agreement dated October 4, 2000; as amended on March 19, 2002, Dept Store 3 UR agreed to pay the City an annual service charge based upon 2% of its Total Project Cost annually, subject to the verification by the filing of audited annual financial statements. Dept Store 3 UR has failed to file its annual financial statements with the City in violation of Section 7.2 of the Financial Agreement, despite repeated requests from the City. On April 7, 2014, Dept Store 3 UR was sent a final formal written notice advising that failure to cure this default no later than 60 days from the date of the letter would result in the termination of its tax exemption and Financial Agreement and the return of the property to the conventional tax rolls. To date, Dept Store 3 UR Corp. has not complied with the City's request.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

City Clerk File No. Ord. 14.088

Agenda No. 3.D 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.088

**TITLE: ORDINANCE APPROVING A 10 YEAR TAX EXEMPTION FOR A MARKET RATE RESIDENTIAL CONDOMINIUM PROJECT TO BE CONSTRUCTED BY CHEESECAKE LOFTS URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, Cheesecake Lofts Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

**WHEREAS**, the Entity owns certain property known as Block 11110, Lot 5, on the City's Official Tax map, and more commonly known by the street address of 251 Newark Avenue and 324-326 First Street, and more specifically described by metes and bounds, in the application [Property]; and

**WHEREAS**, the Property is located within the Village Study Area Redevelopment Plan, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

**WHEREAS**, the Entity has applied for a ten (10) year long term tax exemption to construct a new five (5) story mixed-use building, to contain approximately nineteen (19) market rate residential condominium units; one (1) ground floor unit with approximately 1,147 square feet of commercial retail space; nine (9) parking and 20 spots for bikes with approximately 1,458 square feet of space; and

**WHEREAS**, the Project received a site plan approval from the Planning Board on January 28, 2014; and

**WHEREAS**, Cheesecake Lofts Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of Annual Gross Revenue, which sum is estimated to be \$146,744, and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an equal to 5% of the Annual Service Charge upon receipt of that charge;
5. pay the sum of \$32,408 to the City's Affordable Housing Trust Fund; and

**ORDINANCE APPROVING A 10 YEAR TAX EXEMPTION FOR A MARKET RATE RESIDENTIAL CONDOMINIUM PROJECT TO BE CONSTRUCTED BY CHEESECAKE LOFTS URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$14,782.69, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$146,744 to the City and an additional sum of approximately \$7,337 to Hudson County;
2. it is expected that the Project will create approximately 30 to 40 jobs during construction and 5 new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Village Study Area Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

**WHEREAS**, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract purchasers to the Project and insure the likelihood of the success of the Project; and

**WHEREAS**, Cheesecake Lofts Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

**NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:**

A. The application of Cheesecake Lofts Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., a copy of which is on file in the office of the City Clerk, for Block 11110, Lot 5, more commonly known by the street address of 251 Newark Avenue and 324-326 First Street, more specifically described by metes and bounds in the application is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 12 years from the adoption of the within Ordinance or 10 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
  - (a) the Minimum Annual Service Charge equal to \$14,783 upon Project Completion, whether or not the Project is occupied; or

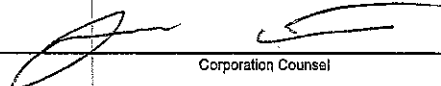
ORDINANCE APPROVING A 10 YEAR TAX EXEMPTION FOR A MARKET RATE RESIDENTIAL CONDOMINIUM PROJECT TO BE CONSTRUCTED BY CHEESECAKE LOFTS URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

- (b) 10% of Annual Gross Revenue, estimated at \$146,744, which shall be subject to statutory increases during the term of the tax exemption.
3. Administrative Fee: 2% of the prior year's Annual Service Charge or \$2,935;
  4. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County or \$7,338;
  5. Affordable Housing Trust Fund: \$1,500 per unit or \$28,500 plus \$1.50 x 2,605 sq. ft. or \$3,908 for a total payment of \$32,408;
  6. Project: a new five (5) story mixed-use building, to contain approximately nineteen (19) market rate residential condominium units; one (1) ground floor unit with approximately 1,147 square feet of commercial retail space; nine (9) parking and 20 spots for bikes with approximately 1,458 square feet of space;
  7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
  8. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he  
7/8/14

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**TIER 2 - FINANCIAL AGREEMENT (10 YEAR)**

**Rev. 7/8/14**

Long Term Tax Exemption

N.J.S.A. 40A:20-1, et seq.

Re: 251 Newark Avenue  
Approximately 6,474 Square Feet  
Block 11110, Lot 5  
Village Study Area Redevelopment Plan

**PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the \_\_\_\_ day of \_\_, 2014, by and between **CHEESECAKE URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 600 Palisade Avenue, Suite 202, Union City, New Jersey 07087 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

**RECITALS**

**WITNESSETH:**

**WHEREAS**, the Entity is the Owner pursuant to Deed dated April 12, 2012, of certain property designated as Block 11110, Lot 5, more commonly known by the street address of 251 Newark Avenue and 324-326 First Street, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of the Village Study Area Redevelopment Plan; and

**WHEREAS**, the Entity plans to construct a new five (5) story mixed-use building, to contain approximately nineteen (19) market rate residential condominium units; one (1) ground floor unit with approximately 1,147 square feet of commercial retail space; nine (9) parking and 20 spots for bikes with approximately 1,458 square feet of space [Project]; and

**WHEREAS**, on January 28, 2014, the Project received site plan approval from the Planning Board; and

**WHEREAS**, on June 27, 2014, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2014, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

**WHEREAS**, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$14,782.69, whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$146,744;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$10,803 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$21,605 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately 30 to 40 new construction jobs and 5 new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the objectives of the Village Study Area Redevelopment Plan, and will include the development of vacant property;
6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of



the Project; and

3. have a positive impact on the surrounding area.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

## **ARTICLE I - GENERAL PROVISIONS**

### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2013-004, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.
- iii. Annual Gross Revenue [Condominium] - The amount equal to the annual aggregate

constant payments of principal and interest, assuming a purchase money mortgage encumbering the condominium unit to have been in an original amount equal to the initial value of the unit with its appurtenant interest in the common elements as stated in the master deed, if unsold by the urban renewal entity, or, if the unit is held by a unit purchaser, from time to time, the most recent true consideration paid for a deed to the condominium unit in a bona fide arm's length sale transaction, but not less than the initial assessed valuation of the condominium unit assessed at 100% of the true value, plus the total amount of common expenses charged to the unit pursuant to the by laws of the condominium association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing on comparable properties within the municipality as of the date of the recording of the unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement; and provided further that any gain realized by the Entity on the sale of any unit in fee simple, whether or not taxable under Federal or State law, shall not be included in computing gross revenue.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all profit exceeding Allowable Net Profit, i.e., annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the project for a period equal to the term of this agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Cheesecake Lofts Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 2013-004, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of: (a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the

parties agree is \$14,782.69; or (b) the sum of \$146,744 per year, which sum is equal to the estimated Annual Service Charge will be due 12 months following Substantial Completion of the Project, [Minimum Annual Service Charge for condominium is based on initial assessed value].

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project

receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be included from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 11110, Lot 5, more commonly known by the street address of 251 Newark Avenue and 324-326 First Street, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

### **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

### **Section 2.3 Improvements to be Constructed**

Entity represents that it will construct a new five (5) story mixed-use building, to contain

approximately nineteen (19) market rate residential condominium units; one (1) ground floor unit with approximately 1,147 square feet of commercial retail space; nine (9) parking and 20 spots for bikes with approximately 1,458 square feet of space; all of which is specifically described in the Application attached hereto as Exhibit 3.

#### **Section 2.4 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

#### **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

#### **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

#### **Section 2.7 Good Faith Estimate of Sale Prices**

The Entity represents that its good faith projections of the initial sale prices and other revenue to the Project are set forth in Exhibit 7.

### **ARTICLE III - DURATION OF AGREEMENT**

#### **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of twelve (12) years from the date of the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2014, which approved the tax exemption or ten (10) years from the original date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under

the Law.

#### **ARTICLE IV - ANNUAL SERVICE CHARGE**

##### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10% of the Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimate of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

##### **Section 4.2 Staged Adjustments**

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 10% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 7th year following Substantial Completion until the last day of the 7th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 8th year following the Substantial Completion until the last day of the 8th year, an amount equal to the greater of the Annual Service

Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 9th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 10th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

#### **Section 4.3 Land Tax**

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments / Interest**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.



#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

#### **Section 4.6 Affordable Housing Contribution and Remedies**

A. **Contribution.** The Entity will pay the City the sum of \$32,408 or [\$1,500 per unit or \$1.50 per square foot of commercial and parking space] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

#### **Section 4.7 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

### **ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

#### **Section 5.1 Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

### **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

#### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the

proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

### **Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

### **Section 6.3 Construction Permits**

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Allowable Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

### **Section 7.3 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

## **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and

reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

#### **Section 8.2 Annual Payment of Excess Net Profit**

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement. If the Service Charge is calculated as a percentage of Total Project Costs, such costs must be included in the Total Project Costs for purposes of calculating the Annual Service Charge.

#### **Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

### **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

#### **Section 9.1 Approval of Sale**

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under

this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, currently 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

### **Section 9.2 Transfer Application Fee**

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

## **ARTICLE X - COMPLIANCE**

### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

### **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **ARTICLE XI - DEFAULT**

### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within thirty (30) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent.

No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 12.2 Voluntary Termination by the Entity**

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project , as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but

not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1<sup>st</sup> as a condition precedent of the voluntary termination.

### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

## **ARTICLE XIII - DISPUTE RESOLUTION**

### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

### **Section 13.2 Appeal of Assessment**

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant



to Section 4.2 hereof and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

#### **ARTICLE XIV - WAIVER**

##### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

#### **ARTICLE XV - INDEMNIFICATION**

##### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

#### **ARTICLE XVI- NOTICE**

##### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

##### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

Cheesecake Urban Renewal, LLC  
600 Palisade Avenue - Suite 202  
Union City, NJ 07087

and

James J. Burke & Associates, LLC  
235 Hudson Street  
Hoboken, NJ 07030  
Attn: James J. Burke, Esq.

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

**Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

**ARTICLE XVII-SEVERABILITY**

**Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of

this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

### **Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

## **ARTICLE XIX - EXHIBITS**

### **Section 19 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents [or Sales Prices];
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs;
10. Entity's Deed.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**WITNESS:**

**CHEESECAKE URBAN RENEWAL, LLC**

**ATTEST:**

**CITY OF JERSEY CITY**

**ROBERT BYRNE**  
**CITY CLERK**

**ROBERT KAKOLESKI**  
**BUSINESS ADMINISTRATOR**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2014, between the **CITY OF JERSEY CITY** [City] and **CHEESECAKE URBAN RENEWAL, LLC**, having its principal office at 600 Palisade Avenue, Suite 202, Union City, NJ 07087. Recipient agrees as follows:

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Mayor Steven M. Fulop's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
- a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

#### **V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate the earlier of 12 years from the date of the adoption of that Ordinance or 10 years from the date of Substantial Completion of the Project.

#### **VI. Good Faith Defined:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### **A. Initial Manning Report:**

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.



- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

2. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.

- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident,

minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### 3. Business Contracting

Good Faith shall mean compliance with all of the following conditions:

#### 1) Solicitation of Businesses:

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
  - i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
  - ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

**4. Summation of Documentation Needed For Compliance with Agreement**

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

**VII. Notices of Violation:**

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.

4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Liquidated Damages/Interest:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): an amount equal to a Five (5%) percent increase in the estimated annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%)

percent increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.

- e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

#### **IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.
2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

#### **X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Cheesecake Urban Renewal, LLC  
600 Palisade Avenue - Suite 202  
Union City, NJ 07087

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
280 Grove Street – 1<sup>st</sup> Floor  
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.



**XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**CHEESECAKE LOFTS URBAN  
RENEWAL, LLC**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**President**

City Clerk File No. Ord. 14.089

Agenda No. 3.E 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.089

TITLE:

**ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED PROPERTY  
LOCATED AT 265 MARTIN LUTHER KING DRIVE TO THE URBAN LEAGUE OF  
HUDSON COUNTY, A NON-PROFIT CORPORATION PURSUANT TO N.J.S.A.  
40A:12-21(k)**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City (City) is the owner of certain property located at Block 23405, Lot 26, commonly known as 265 Martin Luther King Drive [Property], which property is not needed for any municipal purpose; and

**WHEREAS**, Urban League of Hudson County (ULOHC) is a nonprofit 501 (c)(3) organization dedicated to advocating, facilitating and promoting initiatives that allow community residents to participate in the development of urban neighborhoods; and

**WHEREAS**, ULOHC provides education, community outreach, information technology services for its clients at 253 Martin Luther King Drive; and

**WHEREAS**, ULOHC proposes to purchase 265 MLK Drive from the City for the purpose of constructing an Annex for additional offices and classroom space to expand existing its services for the sum of thirty-seven thousand five hundred dollars (\$37,500.00); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-21(k) of the Local Lands and Buildings Law, the City may authorize the private sale of City Property, not needed for municipal purposes to any duly incorporated nonprofit organization or association, other than a political, partisan, sectarian, denominational or religious organization, which includes among its principal purposes the provision of educational, recreational, medical or social services to the general public, including residents of the municipality, for nominal consideration upon certain terms; and

**WHEREAS**, the ULOHC shall obtain the necessary construction approvals and commence work at the property within three (3) months from the date of closing; and

**WHEREAS**, the deed conveying title must contain a condition subsequent which shall cause title to the property to revert to the City in the event that the property is used for any commercial business, trade or manufacture purposes or the Property is not used for the purposes of providing education, recreation, medical or social services to the general public for a period of thirty (30) years.

**NOW THEREFORE, BE IT ORDAINED**, that the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:12-21(k), the conveyance of Block 23405, Lot 26, more commonly known as 265 Martin Luther King Drive, to Urban League of Hudson County, a duly incorporated non-profit corporation of the State of New Jersey, is hereby authorized; and

2. The Mayor or Business Administrator is authorized to execute a Deed, Contract of Sale and

any other documents as the Corporation Counsel deems appropriate or necessary to effectuate the conveyance of the property to Urban League of Hudson County; and

3. The Deed conveying title shall be in substantially the form attached, subject to such modifications as the Corporation Counsel deems appropriate and shall be subject to the following terms and conditions:

(a). Consideration: The Urban League of Hudson County shall pay the City the sum of \$37,500.00 for the purchase of the property. Closing shall occur within thirty (30) days from the adoption of the Ordinance by the Municipal Council authorizing the conveyance of the property.

(b). Conditions of Property: The Property shall be conveyed in its strictly "as is" condition. The City of Jersey City makes no promises as to ownership or title, but simple transfers whatever interest the City of Jersey has to Urban League of Hudson County, specifically, but not by way of limitation, subject to any public easements or rights of way.

(c). Conditions of Sale:

1) Urban League shall obtain the necessary construction approvals and commence work at the property within three (3) months from the closing date. Urban League shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a certificate of occupancy from the City's Construction Official within eighteen (18) months from the closing date.

2) Restriction Against Alienation: Urban League shall not sell, convey or otherwise transfer the above described property until Urban League has rehabilitated the property in compliance with the Uniform Construction Code and other conditions of sale contained in the deed.

3) The Municipal Council shall upon Urban League's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the Restriction against Alienation.

4) Use Restriction: The use of the property shall be restricted to providing education, recreation, medical or social services to the general public, including residents of the municipality and not for any commercial, business, trade or manufacturing purposes for a period of thirty (30) years. In the event of a violation thereof by Urban League, its heirs, successors or assigns, the Property shall revert to the City without any entry or reentry made thereon.

5) If Urban League (a) fails to obtain a certificate of occupancy within 18 months from the closing date, (b) sells or attempts to sell the property before making the required repairs, (c) refuses access to City Officials seeking to inspect the property, or (d) the property is used for commercial business, trade or manufacture purposes, then title to the property shall automatically revert to and become vested in the City of Jersey City.

6) Upon demand, Grantee and any subsequent purchasers shall submit annual reports and any other requested records and documentation to Grantor to insure that the within terms and conditions have not been violated.

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner as provided by law.


D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers

and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore, underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

HW  
7/1/14

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

Prepared by: \_\_\_\_\_  
Itza Wilson, Esq.

## QUITCLAIM DEED

This Deed is made on \_\_\_\_\_ day of \_\_\_\_\_, 2014

**Between CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, referred to as the Grantor,

**And URBAN LEAGUE OF HUDSON COUNTY**, a nonprofit corporation of the State of New Jersey with offices at 253 Martin Luther King Drive, Jersey City, NJ 070305-3427, referred to as the Grantee.

**Witnesseth**, The Grantor, for and in consideration of the sum of thirty-seven thousand five hundred dollars (\$37,500.00) lawful money of the United States of America, to it in hand well and truly paid by the Grantee, at or before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, alienated, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alienate, release, enfeoff, convey and confirm unto the Grantee, and to the heirs, successors and assigns forever of the Grantee,

All that certain or parcel of land and premises, hereinafter particularly described, situate, lying and being in the CITY of JERSEY CITY, County of HUDSON and State of NEW JERSEY and designated on the Official Tax Map of the City of Jersey City by the following Block and Lot:

Block No.

Lot No.

23405

26

and more commonly known by the street address of 265 Martin Luther King Drive, Jersey City, New Jersey.

The Grantee as part of the consideration for this conveyance hereby covenants and agrees for itself, its successors and assigns with the Grantor, its successors and assigns, for the benefit of the property conveyed herein, that the Grantee's right, title and interest in the property and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions set forth below:

- 1) **Conditions of Property:** The City hereby conveys the Property in its strictly "as is" condition. The City of Jersey City makes no promises as to ownership or title, but simple transfers whatever interest the City of Jersey has to Urban League of Hudson County, specifically, but not by way of limitation, subject to any public easements or rights of way.
- 2) **Condition of Sale:** Urban League shall obtain the necessary construction approvals and commence work at the property within three (3) months from the closing date. Urban League shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a certificate of occupancy from the City's Construction Official within 18 months from the closing date.

- 3) **Restriction Against Alienation:** Urban League shall not sell, convey or otherwise transfer the above described property until Urban League has rehabilitated the property in compliance with the Uniform Construction Code and other conditions of sale contained in the deed.
- 4) The Municipal Council shall upon Urban League's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the Restriction against Alienation.
- 5) **Use Restriction:** The use of the property shall be for the purpose of providing education, recreation, medical or social services to the general public, including residents of the municipality and county and not for any commercial business, trade or manufacture purposes for a period of thirty (30) years from the date hereof. In the event of a violation thereof by Urban League, its heirs, successors or assigns, the Property shall revert to the City without any entry or reentry made thereon.
- 6) If Urban League (a) fails to obtain a certificate of occupancy within 18 months from the closing date, (b) sells or attempts to sell the property before making the required repairs, (c) refuses access to City Officials seeking to inspect the property, or (d) the property is used for commercial business, trade or manufacture purposes, then title to the property shall automatically revert to and become vested in the City of Jersey City without any entry or reentry made thereon.
- 6) Upon demand, Grantee and any subsequent purchasers shall submit annual reports and any other requested records and documentation to Grantor to insure that the within terms and conditions have not been violated.

The above covenants shall be binding upon the Grantee and all persons claiming thereunder for a period of thirty (30) years from the date hereof. Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants, either to restrain violation or recover damages or to cause forfeiture of all rights and title to said lands and premises and all interest therein without any entry or reentry made thereon, at the sole discretion of the Grantor.

This Deed is given under and by virtue of Ordinance No. \_\_\_\_\_ adopted by the Municipal Council of the City of Jersey City, on \_\_\_\_\_, and in accordance with the provisions of N.J.S.A.40A:12-21(k) which authorizes the private sale by the City of Jersey City of public land not needed for public use, the supplements thereto and amendments thereof, if any, of the New Jersey Statutes Annotated and any regulations promulgated thereunder.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the Grantor, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the Grantees, their heirs, successors, and assigns, only for the provision of education, recreation, medical or social services to the general public, including residents of Hudson County, not for use by any political, partisan, sectarian, demoninational or religious organization.

***In Witness Whereof,*** the Grantor has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereby affixed, the day and year

first above written.

*Attest:*

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE, City Clerk**

\_\_\_\_\_  
**STEVEN M. FULOP, Mayor**

State of New Jersey )

) SS:

County of Hudson )

*Be it Remembered*, that on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Fourteen before me the subscriber, an attorney at law of the State of New Jersey personally appeared

**ROBERT BYRNE**

and made proof to my satisfaction that he is the City Clerk of the City of Jersey City, a Municipal Corporation of the State of New Jersey, the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by

**STEVEN M. FULOP**

who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c 49, Sec. 1 (c), is one dollar.

\_\_\_\_\_  
**ROBERT BYRNE, City Clerk**

Sworn and Subscribed before  
me on \_\_\_\_\_ at Jersey City, N.J.

\_\_\_\_\_  
Itza Wilson  
Attorney at Law, N.J.

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED PROPERTY LOCATED AT 265 MARTIN LUTHER KING DRIVE TO THE URBAN LEAGUR OF HUDSON COUNTY, A NON-PROFIT CORPORATION PURSUANT TO N.J.S.A. 40A:12-21(k)**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Robert Kakoleski</b>	<b>Business Administrator</b>
<b>Phone/E-Mail</b>	<b>(201) 547-5147</b>	

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance/Resolution Purpose**

**To provide educational, recreational, medical or social services to the general public for a period of thirty (30) years.**

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
**Signature of Department Director**

  
\_\_\_\_\_  
**Date**



City Clerk File No. Ord. 14.090  
Agenda No. 3.F 1st Reading  
Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.090

**TITLE: ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY TO  
THE JERSEY CITY EMPLOYMENT AND TRAINING CORPORATION**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, pursuant to resolution # 14.110 adopted on February 26, 2014, the City of Jersey City accepted a gift of certain used office furniture from Mack-Cali Realty Corporation; and

**WHEREAS**, the Jersey City Employment and Training Program [JCETP] is a duly incorporated quasi-public nonprofit organization, whose public purposes include the provision of educational and social services to those in need; and

**WHEREAS**, JCETP is moving to a refurbished property within the Martin Luther King HUB and is in need of office furniture so that it can complete its nonprofit mission at the HUB; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-21.1 and N.J.S.A. 40A:12-21(k), the City is authorized to convey personal property it no longer needs for municipal purposes to a nonprofit organization which includes among its principal purposes the provision of educational or social services to the public; and

**WHEREAS**, it is in the best interest of the City to further the purposes of this nonprofit and convey the personal property (office furniture and equipment) described in detail in exhibit A attached hereto, subject to the statutory terms, conditions and limitations set forth in the Local Lands and Buildings Law; and

**NOW THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

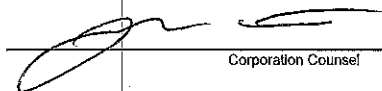
1. The conveyance of the property set forth in Exhibit A attached hereto in exchange for the sum of one dollar (\$1.00) is hereby approved.
2. If the property set forth in Exhibit A attached hereto is not used in accordance with JCETP's provision of employment and training related services at its facilities, ownership thereto shall revert to the City.
3. The Mayor or Business Administrator is hereby authorized to execute a bill of lading or any other agreement or document necessary or appropriate to effectuate the purposes of the within Ordinance.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner provided by law, but not before the Corporation Counsel certifies that the agreement authorized by separate Resolution has been fully executed.

D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined. Words in [brackets] are omitted.  
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.


APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

Certification Required ☐  
Not Required ☐

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

  
\_\_\_\_\_  
Business Administrator

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY TO THE JERSEY CITY EMPLOYMENT AND TRAINING CORPORATION.**

**Project Manager**

Department/Division	Business Administrator	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	(201) 547-5147	RKakoleski@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The City is planning to convey personal property for one dollar, attached as an Exhibit hereto ("the furniture"), that it no longer needs for municipal purposes to a nonprofit organization which include among its principal purposes the provision of educational or social services to the public.

**Cost (Identify all sources and amounts)**

City is charging a fee of \$1.00.

**Contract term (include all proposed renewals)**

Not applicable.

**Type of award** Private sale to nonprofit

**If "Other Exception", enter type**

**Additional Information**

See Contract Purpose

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

## **SALES AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302 and the JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, a nonprofit corporation, hereinafter referred to as "JCETP," with its principal office currently located at 895 Bergen Avenue, Jersey City, NJ 07306.

**WHEREAS**, pursuant to City Resolution 14.110 adopted on February 26, 2014, the City accepted a gift of certain used office furniture from Mack-Cali Realty Corporation; and

**WHEREAS**, JCETP is a duly incorporated quasi-public nonprofit organization, whose public purposes include the provision of educational and social services to those in need; and

**WHEREAS**, JCETP moved to a refurbished property within the Martin Luther King HUB and is in need of office furniture so that it can complete its nonprofit mission at the HUB; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-21.1 and N.J.S.A. 40A:12-21(k), the City authorized the conveyance of personal property, attached as Exhibit A (the "Furniture"), in ordinance # \_\_\_\_\_ on \_\_\_\_\_; and

**WHEREAS**, the Furniture is required to be used by the JCETP in accordance with JCETP's provision of employment and training related services at its facilities;

**NOW, THEREFORE**, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. The City hereby grants and conveys all title to the Furniture to JCETP in exchange for the sum of one dollar (\$1.00) provided that the Furniture shall be used only in accordance with JCETP's provision of employment and training related services at its facilities.
2. If the Furniture is not used in accordance with JCETP's provision of employment and training related services at its facilities, ownership thereto shall revert to the City.
3. The JCETP hereby covenants and agrees that it will defend, indemnify and save harmless the City, its officers, agents, and employees against any and all claims and any and all liability for damages, cost, charges and expenses of whatsoever kind or nature, including personal injury and property damage arising out of JCETP's receiving and use of the Furniture under this Agreement, other than

liability arising out of the sole negligence or intentional or wanton or willful acts of the City.

4. As a material part of the consideration for this Agreement, the City and JCETP agree that JCETP is taking the Furniture "AS IS" with any and all latent and patent defects and that there is no warranty by the City that the Furniture is fit for a particular purpose. JCETP acknowledges that it is not relying upon any representation, statement or other assertion with respect to the Furniture condition, but is relying upon its examination of the Furniture. JCETP takes the Furniture under the express understanding that there are no express or implied warranties.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement on the date set forth above.

CITY OF JERSEY CITY

JERSEY CITY EMPLOYMENT  
AND TRAINING PROGRAM

By:

By:

---

---

Attest:

Attest:

---

Robert Byrne, City Clerk

---

# EXHIBIT A

# JCETP HUB Furniture Inventory as of 6/24/14

#	Furniture Description	Marking (v)	Floor	Section	Notes	Furniture Measurement	# of Sections
1	CREDENZA	x	7	A	WAITING ROOM AREA		
1	WAITING ROOM CHAIR	X	7	A	WAITING ROOM AREA		
1	BOOK CASE	X	7	B	RECEPTION AREA ( ALLIE)	4FT 4IN L X 3FT 2IN W	
1	BOOK CASE	X	7	B	OFFICE TBD #2	4FT 4IN L X 3FT 2IN W	
3	BOOK CASE	X	7	C	FISCAL 2-NURIA 1-LISA	4FT 4IN L X 3FT 2IN W	(2) 7C SECTIONS
2	CANVAS DESK BOARD		7	C	FISCAL		(2) 7C SECTIONS
1	CANVAS DESK BOARD		7	C			(2) 7C SECTIONS
2	OVERHEAD BINS	x	7	C	FISCAL	6FT L X 1FT 2 IN W	(2) 7C SECTIONS
2	STANDARD DESK	X	7	C	FISCAL - ON HOLD	6FT 1 IN L X 3FT 1 IN W	(2) 7C SECTIONS
1	BOOK CASE	X	7	D	OFFICE 1	4FT 4IN L X 3FT 2IN W	(3) 7D SECTIONS
1	BOOK CASE	X	7	D	OFFICE TBD #3	4FT 4IN L X 3FT 2IN W	(3) 7D SECTIONS
1	CANVAS DESK BOARD		7	D	RECEPTION AREA ( ALLIE)		(3) 7D SECTIONS
1	CANVAS DESK BOARD		7	D	OFFICE 1		(3) 7D SECTIONS
1	CANVAS DESK BOARD		7	D	OFFICE TBD #3		(3) 7D SECTIONS
1	CANVAS DESK BOARD		7	D	OFFICE 2		(3) 7D SECTIONS
1	CONFERENCE CHAIR	X	7	D	CONFERENCE ROOM		(3) 7D SECTIONS
1	HIGH BACK DESK CHAIR	X	7	D	OFFICE TBD #3		(3) 7D SECTIONS
1	HIGH BACK DESK CHAIR	X	7	D	JCETP STAFF		(3) 7D SECTIONS
1	L-SHAPE DESK	X	7	D	RECEPTION AREA ( ALLIE)	6FT 5 IN L X 5FT 6IN W	(3) 7D SECTIONS
1	L-SHAPE DESK	X	7	D	FISCAL - NURIA	6FT 5 IN L X 5FT 6IN W	(3) 7D SECTIONS
1	OVERHEAD BINS	X	7	D	RECEPTION AREA ( ALLIE)	6FT L X 1FT 2 IN W	(3) 7D SECTIONS
1	OVERHEAD BINS	X	7	D	OFFICE 1	6FT L X 1FT 2 IN W	(3) 7D SECTIONS
1	OVERHEAD BINS	X	7	D	OFFICE TBD #3	6FT L X 1FT 2 IN W	(3) 7D SECTIONS
1	OVERHEAD BINS	X	7	D	OFFICE 2	6FT L X 1FT 2 IN W	(3) 7D SECTIONS
1	STANDARD DESK	X	7	D	OFFICE 1	6FT 1 IN L X 3FT 1 IN W	(3) 7D SECTIONS
1	STANDARD DESK	X	7	D	OFFICE TBD #3	6FT 1 IN L X 3FT 1 IN W	(3) 7D SECTIONS
1	STANDARD DESK	X	7	D	OFFICE 2	6FT 1 IN L X 3FT 1 IN W	(3) 7D SECTIONS
1	TYPEWRITER TABLE		7	D	FISCAL		(3) 7D SECTIONS
1	UTILITY CHAIR		7	D			(3) 7D SECTIONS
18	WAITING ROOM CHAIR	X	7	D	WAITING ROOM AREA		(3) 7D SECTIONS
6	8 FT TALL CABINETS	X	7	E	CLASSROOM #1		
1	BOOK CASE	X	7	F	OFFICE 3	4FT 4IN L X 3FT 2IN W	
1	CANVAS DESK BOARD		7	F	OFFICE 3		
1	L-SHAPE DESK	X	7	F	FISCAL - LISA	6FT 5 IN L X 5FT 6IN W	
1	OVERHEAD BINS	X	7	F	OFFICE 3	6FT L X 1FT 2 IN W	
1	BOOK CASE	X	7	G	OFFICE 4	4FT 4IN L X 3FT 2IN W	
1	BOOK CASE	X	7	G	OFFICE 2	4FT 4IN L X 3FT 2IN W	
1	CANVAS DESK BOARD	X	7	G	OFFICE 4		
1	OVERHEAD BINS	X	7	G	OFFICE 4	6FT L X 1FT 2 IN W	
1	STANDARD DESK	X	7	G	OFFICE 4	6FT 1 IN L X 3FT 1 IN W	
1	BOOK CASE	X	7	H	OFFICE 5	4FT 4IN L X 3FT 2IN W	(3) 7H SECTIONS
1	BOOK CASE	X	7	H	OFFICE 6	4FT 4IN L X 3FT 2IN W	(3) 7H SECTIONS
1	OVERHEAD BINS	X	7	H	OFFICE 6	6FT L X 1FT 2 IN W	(3) 7H SECTIONS
1	OVERHEAD BINS	X	7	H	OFFICE 5	6FT L X 1FT 2 IN W	(3) 7H SECTIONS
1	STANDARD DESK	X	7	H	OFFICE 6	6FT 1 IN L X 3FT 1 IN W	(3) 7H SECTIONS
14	WAITING ROOM CHAIR		7	H	WAITING ROOM AREA		(3) 7H SECTIONS

1	WHITE BOARD	X	7	I	CLASSROOM #1		
6	BURGENDY DESK ROLLING CHAIR	X	7	J	RENTY / COMPLIANCE		
3	DESK CHAIRS						
1	LONG DESK 6 FT X 1.9 FT	x	3	C	TO BE DETERMINED		
14	BLACK ROLLING COMPUTER CHAIRS	X	3	O	COMPUTER ROOM		
3	HIGH BACK DESK CHAIR	x	3	O	OFFICES - RE-ENTRY		
5	BURGENDY VISITOR CHAIR	X	7	J			
10	CONFERENCE CHAIR		7	J	CONFERENCE ROOM		
7	HIGH BACK DESK CHAIR		7	J	JCETP STAFF		
1	MEDIA BOARD WITH WOOD DOOR	X	7	J	CLASSROOM #1		
10	WAITING ROOM CHAIR		7	J	WAITING ROOM AREA		
1	WHITE BOARD		7	J	CLASSROOM		
1	CREDENZA		7	K	CONFERENCE ROOM	6FT 7IN L X 1FT 9IN W	
1	MEDIA BOARD WITH WOOD DOOR		7	K	CONFERENCE ROOM		
2	8 FT TALL CABINETS	X	7	L	CLASSROOM		
12	BLUE LAB CHAIR		7	M	CLASSROOM LAB		
6	LAB TABLE		7	M	CLASSROOM LAB		
1	LAB TABLE		7	M	IT OFFICE - OWEN		
1	UTILITY ROLLING CHAIR		7	M	IT OFFICE - OWEN FOR LAB DESK		
3	BURGENDY DESK ROLLING CHAIR		3	A	RENTY / COMPLIANCE		(3) 3 A SECTIONS
5	BURGENDY VISITOR CHAIR		3	A	RENTY / COMPLIANCE		(3) 3 A SECTIONS
8	CUBICLES 6 X 6		3	A	SMALL CUBICLES		(3) 3 A SECTIONS
1	GREY GARBAGE BIN		3	A			(3) 3 A SECTIONS
1	REFRIGERATOR		3	O	KITCHEN		
1	PODIUM		3	A			(3) 3 A SECTIONS
27	RECYCLE BIN		3	A			(3) 3 A SECTIONS
1	ROLLING CART SMALL		3	A			(3) 3 A SECTIONS
1	SMALL ROUND TABLE		3	A	CONVERSATION SESSIONS	1FT 8IN L X 1FT 10 IN W	(3) 3 A SECTIONS
1	SMALL SQUARE SIDE TABLE		3	A		1FT 6IN L X 2FT 2 IN W	(3) 3 A SECTIONS
1	TAPERED DESK	X	3	B	CLASSROOM	6FT L X 1FT 8IN W	
1	STANDARD DESK	X	3	C	PROVIDER	5FT 6IN L X 5FT 7IN W	(2) 3C SECTIONS
1	STANDARD DESK	X	3	C	PROVIDER	5FT 6IN L X 5FT 7IN W	(2) 3C SECTIONS
8	CUBICLES 12X6 CHERRY WOOD TOP		3	D			



City Clerk File No. Ord. 14.091

Agenda No. 3.6 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.091

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE ADDING  
LAND DISTURBANCES AS A REVIEW THRESHOLD**

WHEREAS, the Municipal Council, pursuant to N.J.S.A. 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, Section 345-16 of the Ordinance outlines the thresholds for site plan review; and

WHEREAS, the Municipal Council seeks to include a major site plan review threshold for major land disturbances which may impact site drainage and erosion control; and

WHEREAS, the Planning Board, at its meeting of June 3, 2014, gave a favorable recommendation to the Municipal Council that such a threshold should be added to the Land Development Ordinance; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Land Development Ordinance is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the aforementioned and attached amendments to the Land Development Ordinance be, and hereby are, adopted.

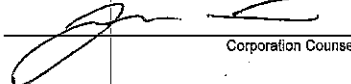
**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Robert D. Cotter, PP, FAICP

Director, Division of City Planning

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION/ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution or ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned.

**Full Title of Ordinance/Resolution****ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE  
ADDING LAND DISTURBANCES AS A REVIEW THRESHOLD****Initiator**

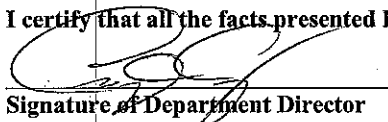
Department/Division	HEDC	City Planning
Name/Title	Robert Cottèr, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org
Name/Title	Jeff Wenger	Principal Planner
Phone/email	201-547-5010	jeff@jcn.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The proposed amendments will add land disturbances as a threshold for major site plan review by the Planning Board. This will add review for excavations, terracing, or other similar ground alterations greater than 10,000 square feet or the construction of retaining walls, bulk heads, shoreline alterations, or other similar structures which measure more than 50 linear feet.

I certify that all the facts presented herein are accurate. *R/C*

  
Signature of Department Director

*6/16/14*  
Date

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF  
JERSEY CITY ADOPTING AMENDMENTS TO THE LAND  
DEVELOPMENT ORDINANCE ADDING LAND DISTURBANCES  
AS A REVIEW THRESHOLD**

The proposed amendments will add land disturbances as a threshold for major site plan review by the Planning Board. This will add review for excavations, terracing, or other similar ground alterations greater than 10,000 square feet or the construction of retaining walls, bulk heads, shoreline alterations, or other similar structures which measure more than 50 linear feet.

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2014 JUN 17 PM 4: 24  
CITY OF JERSEY CITY  
LAW DEPARTMENT

## AMENDMENTS TO CHAPTER 345-16 ARTICLE III (APPLICATION REQUIREMENTS & PROCEDURES)

Material indicated by strikethrough ~~like this~~ is existing material that is intended to be deleted.

Material indicated by bold italic *like this* is new material that intended to be enacted.

As presented to the Jersey City Planning Board June 3, 2014

**§ 345-16. When site plan approval required. [Amended 12-15-2010 by Ord. No. 10-166].**

A.

Threshold for Major Site Plan Review. The following categories of site plans for new construction, **land disturbances**, rehabilitation and additions, pursuant to N.J.S.A. 40:55D-37a, fall within the major site plan review threshold and must receive Board approval prior to issuance of either a building permit or Certificate of Occupancy:

1. Creation of ten (10) or more dwelling units, regardless of number of structures and/or phases, and whether developed by one entity or several.
2. Projects on parcels of ten thousand (10,000) or more square feet.
3. Projects whose total gross floor area is ten thousand (10,000) or more square feet.
4. Additions increasing gross floor area by two thousand five hundred (2,500) square feet or fifty percent (50%), whichever is less.
5. Additions increasing coverage, by all structures on a project parcel, by two thousand five hundred (2,500) square feet or fifty percent (50%), whichever is less.
6. Additions increasing gross floor area of all structures on a project parcel by fifty percent (50%) or two thousand five hundred (2,500) square feet, whichever is less.
7. Off-street parking facilities, except for one or two family structures meeting minimum parking requirements and meeting the minimum stall size requirements.
8. Changes in use requiring new or alteration of existing parking and/or loading facilities.

9. Changes in the volume and/or configuration of existing parking and/or loading facilities.
10. Wireless telecommunication towers.
11. **Land disturbances greater or equal to 10,000 square feet in area, including but not limited to, the excavation, filling, grading, terracing, deposition of debris, compaction, earthwork construction, removal of vegetation, or dredging. This includes environmental remediation activities requiring a remedial action permit from NJDEP. The construction of utilities within City rights-of-way are exempt.**
12. **Alterations of the shoreline, removal or installation of riprap or bulkhead, or the construction of retaining walls, sheet piling, or other structures measuring 50 linear feet or greater which effect the grading, topography, or drainage of a site. The construction of utilities within City rights-of-way are exempt.**